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Tesla, Inc.*

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

CARLOS HICKS,  
  
Plaintiff,  
  
vs.  
  
TESLA INC.; and DOES 1-10,  
  
Defendants.

Case No.: 3:23-cv-00220-ART-CSD

**STIPULATION AND ORDER  
EXTENDING TIME FOR DEFENDANT  
TESLA, INC. TO RESPOND TO  
PLAINTIFF’S COMPLAINT (ECF No. 1)  
(FIRST REQUEST)**

Defendant Tesla, Inc. (“Tesla” Or “Defendant”), by and through its counsel of record, the law firm of Jackson Lewis P.C., and Plaintiff Carlos Hicks (“Plaintiff”), by and through his counsel of record, the law firm of McCracken, Stemerman & Holsberry, hereby stipulate and agree to extend the time for Defendant Tesla, Inc. to file its response to Plaintiff’s Complaint (ECF No. 1) up to and including **July 5, 2023** based on the following:

1. This is the first stipulation to extend the time for Defendant to respond to Plaintiff’s Complaint.
2. Defendant was served with the Summons and Complaint on May 31, 2023 making Defendant’s response to Plaintiff’s Complaint currently due on June 21, 2023.
3. Defendant asserts that Plaintiff and Defendant are party to a written agreement which provides that all disputes arising out of or related to Plaintiff’s employment with Defendant are subject to resolution by final and binding arbitration.

4. The parties have agreed to extend the deadline for Defendant to file its response to the Complaint to **July 5, 2023** to allow Plaintiff sufficient time to evaluate Defendant's information and request. The parties believe these circumstances constitute good cause for granting an extension to permit the parties to explore whether they can avoid motion practice related to the arbitration issue, conserving judicial resources. *See* Fed. R. Civ. P. 6(b)(1).

5. The parties are not waiving, relinquishing, or otherwise impairing any claim, defense, argument, or other right they may have by virtue of entering into this Stipulation. *Szanto v. Marina Marketplace 1, LLC*, No. 3:11-cv-00394-RCJ-VPC, 2013 U.S. Dist. LEXIS 168028, at \*10 (D. Nev. Nov. 26, 2013).

Dated this 21<sup>st</sup> day of June, 2023.

McCRACKEN, STEMERMAN &  
HOLSBERY

JACKSON LEWIS P.C.

/s/ Sarah Grossman-Swenson  
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*Attorneys for Plaintiff Carlos Hicks*

*Attorneys for Defendant Tesla, Inc.*

**ORDER**

IT IS SO ORDERED.

  
United States Magistrate Judge

Date: June 22, 2023